IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO.1930 OF 2006

Chavan Amit Anand, an adult, of)
Mumbai, Indian Inhabitant residing)
at 3-B, Khan Building, 1st Floor,)
Opp.Mahim Police Station, Mahim,)..PETITIONER.
Mumbai-400 016.

Versus

Union of India)
through Western Railway,)
Sr.Divisional Commercial)
Manager, Mumbai Central,)
Mumbai-400 008.)..RESPONDENT.

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Mr.Navin Parekh with Mr.J.B.Patel, Advocates for the Petitioner.
Mr.Chetan Agarwal, Advocate for Respondent.

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CORAM : **F.I.REBELLO AND**
SMT.V.K.TAHILRAMANI,JJ.

DATED : **AUGUST 04, 2006.**

ORAL JUDGMENT :(PER SMT.V.K.TAHILRAMANI,J.)

1. The petitioner seeks directions against the Respondent to declare the results of tenders and not discharge the tender notice dated 21.7.2005, which was in respect of parking spaces near the Railway Stations in Mumbai.

2. The Respondent had invited tenders from the public in the month of July, 2005 for an allotment of land/space for creating parking notches at various places outside the railway stations in Mumbai and other places. The last date for submitting these tenders was 24.8.2005. The petitioner submitted his proposal in two different envelopes i.e. in Packet 'A' and Packet 'B'. Packet 'A' was for scrutiny of Technical cum Commercial Bid and Packet 'B' was for price bid. Packet 'B' was opened on or about 31.8.2005 and the petitioner claims that he was the highest bidder and he had qualified when Packet 'A' was opened. As per the petitioner, he was intimated by the office of the Respondent that he would be intimated acceptance of his bid within a week. However, he did not hear anything further and, therefore, on 10.2.2006 he made an application under the Right to Information Act, 2005. Initially he was not successful in getting the information, but, in response to his subsequent application dated 26.2.2006, he was furnished required details. By communication dated

20.2.2006 the Public Information Officer from the Respondent No.1 informed the petitioner that the price bid was opened and the decision was taken on 14.10.2005 to discharge the tenders of the petitioner as the Terms and Conditions under Para 10 were not complied with. It was more specifically stated that, "as per Para-10 of the Terms and Conditions, the Tenderer was supposed to submit an undertaking that he has inspected the proposed site of work and acquaint himself/themselves with site, local conditions, means of access to the site of the stand, etc. and the same was not submitted, hence the tender was discharged on account of non-compliance of tender conditions."

3. It is not the case of the petitioner that some other tenders were accepted and in spite of his tender being the highest, the tender of lower bid was accepted by the Respondent. The Respondent took a policy decision to discharge the tenders as the tenderers had not complied with the requirement of Para-10 of the Tender Conditions. By the petitioners own contentions, in July, 2006,

the Respondent invited fresh tenders for the same allotment and nothing stopped the petitioner from submitting a fresh tender by complying with all the tender conditions. In such circumstances, the Respondent cannot be restrained as prayed for and he cannot be directed to accept the petitioner's bid when the concerned tender was discharged. Hence, the Petition fails at the threshold and the same is summarily rejected. No order as to costs.

[F.I.REBELLO,J.]

[SMT.V.K.TAHILRAMANI,J.]